

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:)	
)	Bankruptcy No. 19-23168-CMB
JANET L. LUBISH,)	
a/k/a JANET L. WROBLE)	Chapter 7
DEBTOR)	
)	Document No.
ROBERT H. SLONE, TRUSTEE,)	
)	
MOVANT)	
vs.)	Hearing Date: 3/8/22 @ 10:00 a.m.
)	ZOOM HEARING
PRA RECEIVABLES MANAGEMENT LLC, TRINITY)	
FINANCIAL SERVICES LLC, COMMERCIAL CREDIT OR)	
ITS ASSIGNS, ATLANTIC BROADBAND, GERMAN)	
TOWNSHIP SEWER AUTHORITY, PNC BANK, N.A.,)	
J.P. MORGAN CHASE, CREDIT PROTECTION)	
ASSOCIATION LP, FAYETTE COUNTY TAX CLAIM)	
BUREAU, INTERNAL REVENUE SERVICE, KML LAW)	
GROUP, PNC BANK RETAIL LENDING, SYNCHRONY)	
BANK, UPMC PHYSICIAN SERVICES, US MORTGAGE)	
RESOLUTION LLC, VERIZON, WELLS FARGO CARD)	
SERVICES, WELLS FARGO BANK, N.A., AND)	
OFFICE OF THE U.S. TRUSTEE,)	
RESPONDENTS)	

**ORDER CONFIRMING SALE OF REAL PROPERTY LOCATED AT 1579 McCLELLANDTOWN ROAD,
GERMAN TOWNSHIP, McCLELLANDTOWN, PA 15468, PARCEL NO. 15-22-0271-01**

THIS ____ day of _____, 2022, upon consideration of the Trustee's Motion for Free and Clear Sale of Real Property of the Debtor to Black Diamond II, LLC for \$150,000.00, after hearing held by Zoom Video Conference this date, the Court finds:

1. That service of Motion for Sale and the Order Setting Hearing on said Motion for sale of the real property was effected on the following secured creditors whose liens are recited in said Motion for Sale, viz;

Date of Service

Name of Lienor and Security

U.S. First Class Mail

Fayette County Tax Claim Bureau
61 East Main Street
Uniontown, PA 15401

U.S. First Class Mail

Fayette County Tax Claim Bureau
c/o Cheryl R. Heid, Esquire
4 North Beeson Boulevard
Uniontown, PA 15401

U.S. First Class Mail

Trinity Financial Services
c/o Robert P. Wendt, Esquire
Leopold & Associates, PLLC
80 Business Park Drive, Suite 110
Armonk, New York 10504

U.S. First Class Mail

German Township Sewage Authority
c/o Douglas S. Sepic, Esquire
892 Vanderbilt Road
Connellsville, PA 15425

U.S. First Class Mail

PNC Bank
c/o Michael T. McKeever, Esquire
701 Market Street, Suite 5000
Mellon Independence Center
Philadelphia, PA 19106

U.S. First Class Mail

J.P. Morgan Chase
270 Park Avenue
New York, NY 10172
Attn: General Counsel

U.S. First Class Mail

Wells Fargo Bank, N.A.
420 Montgomery Street
San Francisco, CA 94163
Attn: General Counsel

U.S. First Class Mail

Commercial Credit Mortgage Company
300 St. Paul Place
Baltimore, MD 21215

U.S. First Class Mail

Office of the U. S. Trustee
Liberty Center, Ste. 970
1001 Liberty Avenue
Pittsburgh, PA 15222

2. That sufficient notice of said hearing and sale, together with the confirmation hearing thereon, was given to the creditors and parties in interest by the Movant as shown by Certificate of Service duly filed and that the named parties were duly served with the Motion.

3. That the said sale hearing was duly advertised on the Court's website pursuant to W. PA. LBR 6004-1(c) on February ____ 2022, in the Fayette County Legal Journal on _____2022, and in the Herald Standard on _____2022, as shown by the Proof of Publications duly filed.

4. That at the sale hearing no higher offers were received and no objections to the sale were made which would result in cancellation of said sale.

5. That the price(s) of \$150,000.00 offered by Black Diamond II, LLC is a full and fair price for the property in question.

6. That the purchaser(s) is/are acting in good faith with respect to the within sale in accordance with *In Re: Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143 (3rd Cir. 1986).

Now, therefore, **IT IS ORDERED, ADJUDGED AND DECREED** that the sale of the real property described in the motion as 1579 McClellandtown Road, German Township, Fayette County, McClellandtown, PA 15468, Parcel No. 15-22-0271-01, is hereby **CONFIRMED** to Black Diamond II, LLC for \$150,000.00 free and divested of the liens herein described; and that the Trustee make, execute, and deliver to the purchaser(s) above-named the necessary deed(s) and/or other documents required to transfer title of the real property purchased upon compliance with the terms of the sale.

The sale of the premises shall be a sale in "AS IS, WHERE IS" condition, without representations of warranties of any kind whatsoever, and the participation of the purchaser in the sale process shall constitute an agreement and representation that the purchaser has inspected the premises, and is purchasing the same solely on the basis of such inspection, and not as the result of any representation of any kind whatsoever by the estate/debtor(s), or its/their agents, except as otherwise set forth herein.

The purchaser shall be deemed to have released any and all claims she may have against the Trustee/ Estate, or any of them, or that she may hereafter acquire against them, or either of them, known and/or unknown, under federal and/or state law, for any environmental liability or claim, including but not limited to "CERCLA" or any similar statutes arising out of conditions in, on, or about the premises so purchased.

IT IS FURTHER ORDERED that the above recited liens be, and they hereby are, transferred to the proceeds of sale, if and to the extent they may be determined to be valid liens against the sold property, and that the within decreed sale shall be free, clear and divested of said liens; and that after due notice to the claimants and lien creditors, and no objection on their parts having been made, the incidental and related costs of sale including, but not limited to, publication advanced by the Movant, and of the within bankruptcy proceedings, shall be paid in advance of any distribution to said lien creditors¹ and it is

FURTHER ORDERED that the sale of the real property is approved and confirmed. Upon payments of the purchase price and disbursements thereof by the Trustee in accordance with this Order, the real property shall be divested of, and transferred to the Buyer free and clear of all liens and encumbrances. Accordingly, the Trustee is authorized and directed to disburse the proceeds of sale, at closing, as necessary to pay real estate taxes, real estate commissions and other costs of sale, including any Court approved legal fees and expenses, Trustee's fees and advertising costs. No liens shall be divested from the real property until the proceeds from the sale are disbursed at closing in accordance with this Order; and it is

¹ Trustee fees and Trustee's counsel's fees shall be reserved but not paid until such fees are approved by the Court for payment after motion duly filed seeking such approval.

FURTHER ORDERED that closing shall occur within thirty (30) days of this Order and the Movant shall file a Report of Sale within ten (10) days following closing; and it is

FURTHER ORDERED that applicable real estate taxes and ordinary closing costs, and municipal lien claims, shall be paid at closing. Failure of the closing agent to timely make disbursement required by the Order will subject the closing agent to monetary sanctions after notice and hearing.

In the event of the failure of the purchaser to close within the required time frame (or such extensions, not to exceed 30 days as the Trustee, in his sole and exclusive discretion, may accord to the purchaser), the Trustee may, at his option, declare a default, retain the deposit (escrow monies) for the benefit of the estate, and resell the premises, in which case the purchaser shall be liable for any deficiency, unless such inability to close is the result of the inability of the Trustee/Estate to have complied with the terms of this Motion and related Order.

BY THE COURT:

CARLOTA M. BÖHM
UNITED STATES BANKRUPTCY COURT